

14757
RECORDATION NO. Filed 1475

JUL 30 1985 -12 15 PM
INTERSTATE COMMERCE COMMISSION

No. 5-211A048
JUL 30 1985
Date
Fee \$ 40.00

ICC Washington, D. C.

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N. W.
Washington, D. C. 20423

Dear Secretary:

I am enclosing originals and counterparts of the documents described below to be recorded:

Railroad Car Lease between J. Benbow Bullock and Rail U. S. Leasing dated October 1, 1969;

First Amendment to Railroad Car Lease between J. Benbow Bullock and Rail-U.S. Leasing dated December 29, 1970;

Bill of Sale from James B. Bullock ("Seller") to David B. and Robin F. Hudnut ("Purchaser") dated November 15, 1978; and

Assignment from David B. and Robin F. Hudnut to Benjamin Parker Hudnut dated June 30, 1985.

The names and addresses of the parties to the documents are as follows:

United States Rail Services, Inc., Managing Agent
P. O. Box 3985
San Francisco, CA 94119

Benjamin Parker Hudnut
9 Via Capistrano
Tiburon, CA 94920

A description of the equipment covered by the document is as follows:

One (1) 20,000 gallon Class DOT111A100W1 tank car, initialled and numbered TGOX 2026 built in March, 1967 by General American Transportation Corporation.

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United States
Rail Services, Inc.



A. U.S. Leasing Company
615 Battery Street, 5th Floor
Mailing Address:
P.O. Box 3985
San Francisco, California 94119
(415) 445-7690

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First Amendment
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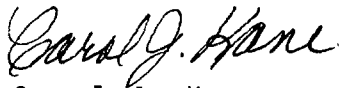
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ICC OFFICE OF
THE SECRETARY
JUL 30 12 42 PM '85
MOTOR OPERATING UNIT

Enclosed is a check in the amount of \$40.00 for the recordation fees.

Please return one copy of each of the documents for our files.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol J. Kane".

Carol J. Kane
Assistant Secretary

Enclosures

RECEIVED

FEB 24 1971

RAIL - U. S. LEASING

FIRST AMENDMENT TO

RAILROAD CAR LEASE

RECORDATION NO. 14757 Filed 1428

JUL 30 1985 12 15 PM

TGUX 2026 ✓
TGUX 2072
TGUX 2006
TGUX 2130

INTERSTATE COMMERCE COMMISSION

This First Amendment to Railroad Car Lease made this 29th day of December, 1970, by and between RAIL-U.S. LEASING, INCORPORATED, a California corporation (hereinafter "RAIL-U.S. LEASING") and J. Benbow Bullock of Hillsborough, State of California, (hereinafter "OWNER"),

WITNESSETH:

WHEREAS, OWNER and RAIL-U.S. LEASING have heretofore on the 1st day of October, 1969, or concurrently with the execution of this document have, entered into a Railroad Car Lease in the form approved by the Commissioner of Corporations of the State of California in its Permit dated October 3, 1969; and

WHEREAS, the parties hereto desire to amend the said Railroad Car Lease in a manner and on the terms and conditions hereinafter set forth; and

WHEREAS, the following amendment has been approved by the Commissioner of Corporations on the 28th day of December, 1970.

NOW, THEREFORE,

In consideration of the promises and agreements hereinafter set forth, it is agreed that the said Railroad Car Lease above referred be and the same is hereby amended as follows:

1. Subparagraph (c) of paragraph 2 of said Lease is amended to read as follows:

"(c) To pay to OWNER as a 'quarterly rental fee' the pro rata 'quarterly net operating profit' for each car subject to this Lease as the same is determined under the provisions of paragraph 3 of this Lease."

2. Subparagraph (d) of paragraph 2 of said Lease is deleted in its entirety.

3. Subparagraphs (b) and (c) of paragraph 3 of said Lease are hereby deleted and in lieu thereof the following subparagraphs are inserted:

"(b) RAIL-U.S. LEASING shall deduct from such aggregate gross income a sum equal to all costs and expenses paid during the quarter for the operation and control of all such cars, regardless of when incurred or what cars charged to, including, but not limited to, refunds due railroads or car users for overpayment of mileage earnings or for mileage equalization charges, all maintenance and repairs, registration

fees and ad valorem property taxes. All such costs and expenses shall be charged against 'aggregate gross income' for the calendar quarter when actually paid by RAIL-U.S. LEASING.

(c) RAIL-U.S. LEASING shall also deduct from such aggregate gross income a management fee of 35% of the quarterly net operating profit (aggregate gross income as defined in subparagraph (a) hereof) less all expenses defined in subparagraph (b) hereof, but before deducting the management fee provided for in this subparagraph (c) provided however that the said management fee shall not exceed an average of \$300.00 per car per quarter calculated over the previous four calendar quarters. In the event that the management fee charged for the four previous calendar quarters exceeds the aggregate sum of \$1,200.00, RAIL-U.S. LEASING shall refund the excess to the OWNER. Such excess shall be determined chronologically, pro rata by quarter, commencing with the first quarter in which the management fee was in excess of the sum of \$300.00. In no event, however, shall the annual management fee under this amendment exceed the annual management fee as computed under the terms of the original Railroad Car Lease for the term of that Lease. For multiple car ownership, the management fee to be charged by RAIL-U.S. LEASING shall be as set forth in attachment A, attached hereto.

(d) The amount by which such 'aggregate gross income' exceeds the expense deductions set forth in subparagraph (b) hereof and the management fee as set forth in subparagraph (c) hereof, shall be deemed the 'quarterly net operating profit' for the cars operated under this form of lease. Such 'quarterly net operating profit' shall then be allocated to each car operated within each calendar quarter on a pro rata basis determined by the number of days each car was operated by RAIL-U.S. LEASING within the quarter, to reach the 'quarterly rental fee' provided for in paragraph 2(c) hereof, and said 'quarterly rental fee' shall be paid to car owners after collection, as hereinafter provided in paragraph 4, but if not collected within thirteen (13) months all revenues thereafter collected shall be included in the 'aggregate gross income' for the calendar quarter when collected and disbursed to the car owners actually operating the cars in the calendar quarter."

4. Paragraph 4 of said Lease is hereby amended to read as follows:

"4. The 'quarterly rental fee' payable to OWNER shall be paid to OWNER within ninety (90) days after the end of each calendar quarterly accounting period."

5. Paragraph 6 of said Lease is hereby amended to read as follows:

"6. OWNER agrees to reimburse RAIL-U.S. LEASING promptly upon demand for the amount of any pro rata expenses allocated to any of OWNER's railroad cars, and if a reserve is being

maintained, then in excess of any amount set aside in the reserve therefore, if in any quarter such expenses exceed the 'aggregate gross income' for that quarter."

6. The provisions of "Attachment A to Railroad Car Lease" be and the same are hereby amended to read as follows:

"RAIL-U.S. LEASING agrees to grant to car owners who have leased to RAIL-U.S. LEASING for a full calendar quarter, five (5) or more tank cars, the following discounts from the management fee payable to RAIL-U.S. LEASING:

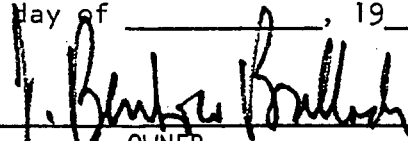
<u>NUMBER OF CARS</u>	<u>DISCOUNT</u> (In U.S. Dollars per month per car)
5-9 tank cars	\$ 5.00
10-14 tank cars	6.25
15-19 tank cars	7.50
20-24 tank cars	8.75
25 and over tank cars	10.00 "

7. The terms and provision of this Amendment shall be effective with respect to all calendar quarters commencing with the calendar quarter beginning on July 1, 1970.


8. RAIL-U.S. LEASING is hereby given the right to terminate and cancel this amendment in its entirety at any time upon giving a thirty (30) day written notice to each owner provided, however, that said thirty (30) day written notice must be given at least thirty (30) days prior to the end of any calendar quarter during the term of the Lease, such termination to be effective for the calendar quarter in which such notice is given. In the event of such termination, RAIL-U.S. LEASING shall have no right to recalculate the management fee under the terms of the Railroad Car Lease for the period during which fees were calculated by application of this Amendment.

9. Except as herein amended, the Railroad Car Lease heretofore entered into between OWNER and RAIL-U.S. LEASING is ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Railroad Car Lease this _____ day of _____, 19____.


OWNER

RAIL-U.S. LEASING, INCORPORATED

By 
Charles J. Scarcello
Vice President - General Manager

ATTEST:

Secretary